

The China Mail.

Established February, 1845.

Vol. XLV. No. 8285.

號九月七日九十八年一英

HONGKONG, MONDAY, JULY 29, 1889.

日二初月七日

PRICE, \$2 PER MONTE.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 11 & 12, Clement's Lane, Lombard Street, E. C. GROUSE STREET & CO., 30, Cornhill, GROUSE & GORGE, Lumberd Grove, E. C. BATES & CO., 57, Walbrook, E. C. SAMUEL DEAGAN & CO., 150 & 154, Leadenhall Street, W. M. WILLS, 151, Cannon Street, E. C. ROBERT WATSON, 167, Fleet Street.

PARIS AND EUROPE.—ANDREE PRINCE, 36, Rue Lafitte, Paris.

NEW YORK.—J. STEWART HAPPER, THE CHINESE EVANGELIST OFFICE, 52, West 22d Street.

SAN FRANCISCO and American Ports generally.—BEAN & BLACK, San Francisco.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

CYDON.—W. M. SMITH & CO., THE CHINESE TRADES CO., Colombo.

SINGAPORE, STRAITS, &c.—SAYLE & CO., Square, Singapore. G. HENKEMAN & CO., Manila.

CHINA.—MASSO, F. A. DE CRUZ, SANTOS, QUINZI & CO., AMoy, N. MEADE, FORDING, HEDGE & CO., Shanghai.

LANE, CRAWFORD & CO., and KELLY & WALSH, Yokohama, LANE, CRAWFORD & CO., and KELLY & CO.

Banks.

NOTICE.

RULES OF THE HONGKONG SAVINGS BANK.

1.—The business of the above Bank will be conducted by the Hongkong and Shanghai Banking Corporation, on their premises in Hongkong. Business hours on week-days, 10 to 3; Saturdays, 10 to 1.

2.—Sums less than \$1, or more than \$250 at one time will not be received. No depositor may deposit more than \$2,500 in any one year.

3.—Depositors in the Savings' Bank having \$100 or more at their credit may at their option transfer the same to the Hongkong and Shanghai Banking Corporation, and receive a deposit for 12 months at 5 per cent, per annum, interest accrued.

4.—Interest at the rate of 9 per cent, per annum will be allowed to depositors on their daily balances.

5.—Each Depositor will be supplied gratis with a Pass-Book which must be presented with each payment or withdrawal. Depositors must not make any entries themselves in their Pass-Books but should send them to be written up at least twice a year, about the beginning of January and beginning of July.

6.—Correspondence as to the business of the Bank if marked *On Hongkong Savings' Bank Business* is forwarded free by the various British Post Offices in Hongkong and China.

7.—Withdrawals may be made on demand but the personal attendance of the depositor or his duly appointed agent and the production of his Pass-Book are necessary.

For the
HONGKONG & SHANGHAI BANKING
CORPORATION,
G. E. NOBLE,
Chief Manager.

Hongkong, January 1, 1889. 754

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL.....\$7,500,000
RESERVE FUND.....\$4,300,000
BANKERS' LIABILITY OF PRO-
PRIETORS.....\$7,500,000

COURT OF DIRECTORS.

Chairman.—W. H. FORBES, Esq.
Deputy Chairman.—H. L. DALEYMPL, Esq.
W. G. BROOK, Esq. S. C. MICHAELSEN,
T. E. DAVIES, Esq. Esq.
J. F. HOLLOWAY, Esq. J. S. MOSE, Esq.
Hon. J. J. KESWICK, Esq. L. F. POSEYER, Esq.
Hon. B. LATTON, Esq. N. A. SIEBS, Esq.
E. A. SOLOMON, Esq.

CHIEF MANAGER.
Hongkong, G. E. NOBLE, Esq.
MANAGER.
Shanghai, JOHN WALTER, Esq.
LONDON BANKERS.—London and
Brent
Bank.

HONGKONG.
INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent per annum on the daily balance.

On Fixed Deposits—

For 3 months, 2 per cent. per annum.

" 6 " 4 per cent. "

" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drugs granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

G. E. NOBLE,
Chief Manager.

Hongkong, May 20, 1889. 563

Intimations.

No. 73, WINDSOR STREET.

BOARD AND RESIDENCE
COMFORTABLE HOME
FOR SINGLE GENTLEMEN.
MODERATE TERMS.

Mrs. KJELLER,
Proprietress.

Hongkong, July 15, 1889. 13.5

THE DAIRY FARM COMPANY,
LIMITED.

NOTICE is hereby given that an EXTRA-
ORDINARY General MEETING of
the above Company, will be held at
the Office of the Company, No. 5, Stanley
Street, Victoria, Hongkong, on TUESDAY,
the 6th day of August, 1889, at 4 o'clock
p.m., when the following Special Resolution
will be proposed, viz.—

1. That the Company may from time to
time reduce its Capital.

2. That the words 'four thousand shares'
be eliminated from Article No. 20 of
the present Articles of Association, and
that, in lieu thereof, there be inserted
the words 'eight thousand shares'.

The Transfer BOOKS of the Company
will be CLOSED from the 1st instant to
the 3rd August, inclusive.

By Order of the Board of Directors,

THOS. ARNOLD,

Secretary.

E. W. MATTLAND,
Secretary.

Hongkong, July 20, 1889. 1421

Intimations.

WANTED immediately an ENGLISH
BOOK-KEEPER with a thorough
knowledge of Double Entry.
Apply to
"X,"
c/o OFFICE OF THIS PAPER.
Hongkong, July 27, 1889. 1466

WANTED at once a NURSE or
NURSERY GOVERNESS to take
entire CHARGE of TWO CHILDREN, aged 6
and 4.
Apply to
"G,"
c/o OFFICE OF THIS PAPER.
Hongkong, July 27, 1889. 1461

N O T I C E .
THE STEAM LAUNCH COMPANY,
LIMITED.

THE First Ordinary MEETING of the
Company will be held at the Hon-
Kong Hotel on TUESDAY, the 30th July,
1889, at 4 p.m.

The Transfer BOOKS of the Company
will be CLOSED from the 16th to 30th
July, 1889, both days inclusive.

By Order,
A. G. GORDON,
Secretary.
Hongkong, July 13, 1889. 1360

CAMPBELL, MOORE & CO., Ltd.

NOTICE TO SHAREHOLDERS.

NOTICE is hereby given that an
INTERIM DIVIDEND of SIX
PER CENT. per SHARE will be payable to
the REGISTERED SHAREHOLDERS on
the 31st July, 1889.

The Transfer BOOKS of the Company
will be CLOSED from the 27th to 29th July,
both days inclusive.

By Order of the Board,

J. F. LEON,
Acting Secretary.
Hongkong, July 26, 1889. 1457

THE DOUGLAS STEAMSHIP COM-
PANY, LIMITED.

DISPOSAL OF UNALLOTTED SHARES.

NOTICE is hereby given that 1,144
UNALLOTTED SHARES of \$50
each in the above Company, numbered from
18,837 to 20,000 both numbers inclusive,
are offered for PUBLIC TENDER
upon the following Conditions:—

The Company shall not be bound to accept
the highest or any tender.

The above Shares will not be entitled to
participate in any Dividend that may be
declared on the working day ended 30th
June 1889, but subsequent to declaration of
such Dividend, will rank as Ordinary Shares
in the Company, carrying the same
Dividends.

6.—Correspondence as to the business of
the Bank if marked *On Hongkong Savings' Bank Business* is forwarded free
by the various British Post Offices in
Hongkong and China.

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By Order of the Board of Directors,

THOS. ARNOLD,

Secretary.

E. W. MATTLAND,
Secretary.

Hongkong, July 20, 1889. 1421

Intimations.

Hongkong, July 19, 1889. 1393

Business Notices.

LANE, CRAWFORD & CO.

EX STEAMSHIP GLENROY
CROSSE & BLACKWELL'S AND JOHN MOIR'S
PRESERVED PROVISIONS.

JELLYES, TART FRUITS, POTTED MEATS, BLOATED PASTES, CAVIARE,
HORSE-RADISH, SALAD OIL, SALAD DRESSING, STRAWBERRIES
IN SYRUP, DESSERT FRUITS IN SYRUP, BRANDY AND NOUVEAU, TONGUES, ANCHO-
VIES, OILS, SMOKED, FRENCH AND ENGLISH PATTIES, SAUCES, VEGETABLES,
HADDOCKS, HERRINGS, BRAINS, SAUSAGES, Aberdeen PIE,
Aberdeen SAUSAGES, &c., &c.

FRUIT AND ENGLISH JAMS, GELATINE, OATMEAL, BRANDY'S ESSENCE,
OF BEEF, LIVER'S EXTRACT OF MEAT, ENGLISH STRAIGHT BACON, BEST
YORKSHIRE HAMS, ENGLISH WHITE CHEDDAR AND GLOSTER CHEESE,
HUNTLEY & PALMER'S AND PEAK FREAN & CO'S BISCUITS, PEAK
FREAN & CO'S PLUM CAKES, 1 and 2 lbs.

Also
BLACK GOAT TUNNIS BATS, PRICKLY HEAT SOAP, FILTERS, FLOWER
GLASSES, COFFEE MACHINES, AIR-TIGHT GASES, MENU SLATES, BOAT-
ING JERSEYS.

ENGLISH COOKING STOVES.

LANE, CRAWFORD & CO.

Hongkong, July 17, 1889. 1399

Intimations.

HONGKONG HIGH LEVEL TRAMWAYS COMPANY, LTD.
TIME TABLE.

WEEK DAYS.

8 to 10 a.m., every quarter of an hour.
12 to 2 p.m., half hour.
4 to 8 p.m., quarter of an hour.

THURSDAYS.

NIGHT TRAMS at 10:30 and 11 p.m.

SUNDAYS.

10.40 a.m.; 12 to 1.30 p.m., every quarter of an hour.

4 to 8 p.m., every quarter of an hour.
6 to 10.30, and 11 p.m.

Special CARDS are to be obtained on application to the SUPERINTENDENT.

Single Tickets are sold in the Cars; Five-Cent Coupons and REVENUE TICKETS at the Office.

MACLENNAN, FRICKEL & CO.,
General Managers.

Hongkong, May 1, 1889.

821

Not Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debt contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:—

—AGENOR, American ship, Captain J. H. Frost—Russell & Co.

AMPHITRITE, German ship, Captain B. Bowell—Order.

CONSTANCE, British ship, Capt. Singley—Wing Tai Loong.

DACIAN, Danish brig, Capt. G. Paulsen—Guttmann & Co.

IRON, French barque, Captain Bégnier—Méchler & Co.

MABEL TAYLOR, British ship, Capt. Chas. E. Durkin—Méchler & Co.

RICHARD PARSONS, Amer. barque, Capt. W. F. Thorndike—Wieder & Co.

SARSGAARD, British barque, Captain A. G. Swanson—Edward Scheiffleiss & Co.

Victory, British barque, Captain R. Martin—Putman & Co.

To-day's Advertisements.

DOUGLAS STEAMSHIP COMPANY, LIMITED.

FOR SWATOW, AMOY & FOOCHOW.

The Co.'s Steamship
Narcissus, Captain Goodall, will be
despatched for the above
Ports TO-MORROW, the 30th Instant, at
10 a.m.

For Freight or Passage, apply to
DOUGLAS LAPRAKE & CO.,
General Managers.

Hongkong, July 29, 1889.

1476

FOR SHANGHAI.

The Steamship
Amy, Capt. R. Kehler, will be
despatched for the above
Port TO-MORROW, the 30th Instant, at
4 p.m.

For Freight or Passage, apply to
SIEMESSEN & CO.

Hongkong, July 29, 1889.

1477

OCEAN STEAMSHIP COMPANY.

FOR YOKOHAMA, KOBE AND
NAGASAKI.

The Co.'s Steamship
Tatemono, Captain JACKSON, will be
despatched as above on
THURSDAY, the 1st Inst., at Daylight.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, July 29, 1889.

1478

FOR NEW YORK VIA SUEZ CANAL.

The Steamship
Port Caroline, will be
despatched for the above
Port on THURSDAY, 1st August, at
Daylight.

For Freight or Passage, apply to
ADAMSON, BELL & CO.,
Agents.

Hongkong, July 29, 1889.

1479

EASTERN AND AUSTRALIAN
STEAMSHIP COMPANY,
LIMITED.

FOR SYDNEY, MELBOURNE AND
ADELAIDE.

(Calling at PORT DARWIN & QUEENSLAND
LAND PORTS, and taking through
Corps to NEW ZEALAND,
TASMANIA, &c.)

The Steamer
Tannadice, Captain CRAIG, will be
despatched for the above
Ports on THURSDAY, the 1st August, at
Noon, instead of as previously advertised.

For Freight or Passage, apply to
RUSSELL & CO.,
Agents.

Hongkong, July 29, 1889.

1479

DAKIN'S CANTHARIDINE
HAIR STIMULANT

WILL not produce a growth of Hair
where the roots have already perished,
but it will Effectually prevent that
falling of the Hair, which is one of the
disagreeable consequences of a residence in
this climate.

In Bottles, \$1.50 each.

DAKIN'S
INSTANTANEOUS HAIR
DYE.

A certain remedy for RESTORING to
BLACK or BROWN Hair which has
prematurely turned GREY. Easy applica-
tion and pleasant results.

Per Case, \$1.00.

Dakin's Prickly Heat Lotion.

The only reliable remedy for irritation
of the SKIN, SCALP, ETC.

Per Bottle, 50 Cents.

DAKIN BROTHERS,
LIMITED,
HONG KONG.

Telephone No. 60.

Hongkong, July 29, 1889.

1479

FOR SINGAPORE, HAVRE AND
HAMBURG.

(Taking cargo at through rates to
ANTWERP, AMSTERDAM, ROTTERDAM, LONDON, LIVERPOOL
and BREMEN.)

The Steamer
Iphigenie, Capt. L. VOLLMER, will be
despatched for the above
Ports on MONDAY, the 5th August, at
10 a.m.

For Freight or Passage, apply to
SIEMESSEN & CO.,
Agents.

Hongkong, July 29, 1889.

1479

To-day's Advertisements.

To-day's Advertisements.

HONGKONG RIFLE ASSOCIATION.

FAKI CUP.

SEVEN SHOTS at 20 yards. Position—
Standing. Seven Shots at 500 yards.

Position—Sitting or kneeling. To be won
3 times before becoming any Member's ob-
solute property. Winners to be penalized
5 points after winning it once and 7 points
after winning it twice.

The SECOND COMPETITION will take place
NEXT SATURDAY, 3rd day of August, at
4.15 p.m. Intending Competitors must
send me 10 cents Entrance Fee not later
than 4.15 p.m. next Friday, 2nd day of
August next.

A SHELTON HOOOPER,
Hon. Secretary.

Hongkong, July 29, 1889.

LETTERS PATENT.

The Matter of the Petition of WILLIAM
HOSKINS DANIELS, of the City of
Chicago, in the County of Cook, and
State of Illinois, one of the United
States of America, Gentleman, for
LETTERS PATENT, for the exclusive
use within the Colony of Hongkong of
the following Invention:—

AT IMPROVED ANTISEPTIC COMPOUND FOR
PREVENTING PER-SEPTABLE ARTICLES.

For which Her Majesty's Royal Letters
PATENT were granted on the 2nd day of

June, 1888.

NOTICE is HEREBY GIVEN that the Peti-
tion, Specification and Declaration
required herein by Ordinance No. 14
of 1882, have duly filed in the Office of
the Colonial Secretary, at Hongkong, and
that it is the intention of the said WILLIAM
HOSKINS DANIELS, by his duly-authorized
Agent and Attorney, to apply at the sitting
of the Executive Council hereunder mentioned
for LETTERS PATENT for the exclusive
use within the said Colony of
Hongkong of the above-named Invention.

And, NOTICE is HEREBY ALSO GIVEN that
a sitting of the Executive Council, before
which the matter of the Petition will come
for decision, will be held in the Council
Chamber, at the Government Offices, Victoria,
Hongkong, on TUESDAY, the 6th day of August, 1889, at 11 a.m.

ARTHROON SETH,
Clerk of the Councils.

COUNCIL CHAMBER,
Hongkong, July 27, 1889.

1469

GLEN LINE OF STEAMERS.

FROM LONDON, PENANG AND
SINGAPORE.

THE Steamship Glenlyon, having ar-
rived from the above Ports, Con-
signees of that her Goods are being landed
at their risk into the Godowns of the HONG-
KONG and KOWLOON WHARF and GODOWN
CO., LTD., at Kowloon, whence delivery
may be obtained.

Optional Cargo will be forwarded, unless
notice to the contrary be given before
11 a.m. TO-DAY.

Cargo remaining undelivered after the
6th August will be subject to rent.

No Fire Insurance has been effected.

Consignees are requested to present all
Claims for damages and/or shortages not
later than the 12th of August, otherwise
they will not be recognized.

Bills of Lading will be countersigned by
JARDINE, MATHESON & CO.,
Agents.

Hongkong, July 29, 1889.

1472

THE SHARE LIST WILL CLOSE ON THE
5th August, at 3 p.m.

THE PEAK RESIDENCES,
LIMITED.

INCORPORATED UNDER THE COMPANIES'
ORDINANCES, 1855 to 1886.

CAPITAL, \$1,000,000
DIVIDED INTO 10,000 SHARES OF
\$25 Each.

Payable \$5 on Application, \$10 on Allo-
ment, and the Balance as required in
Installments of not more than \$5.

Shares taken up by the Vendors, \$4,000

Shares now offered to the Public, \$6,000

Total, \$10,000

Directors:

Chairman:—JOSEPH W. NOBLE, Esq.

E. JONES HUGHES, Esq.

C. L. GORHAM, Esq.

FUNG WA CHUN, Esq.

CHEONG KAI, Esq.

Johns after allotment.

Smith, for Amy.

Hawthorne, for Fochow.

Fuskin, for Whampoa.

Foxson, for Whampoa.

Chayson, for Swatow and Shanghai.

Witke Maru, for Kuchinoeru.

Yukio Maru, for Kuchinoeru.

Yuton Mar

Mr. Smith.—It does not matter, we have got the defendant in Court; that is all we want. Your Worship will see that section 17 of the 1875 Ordinance is identical every way with what I have just read. Exactly the same thing; only it does not go so far.

Mr. Reece.—Your Worship, before I open this case, I should like to mention one matter which arose out of the former case. Mr. Smith seems to think that a charge of drunkenness has been made against him by my client. I submit that that is not a fact. No such charge was ever made. What my client said—I expect that he said it and he himself regretted after he said it—is this (reading from a newspaper). "My opinion is that he was not sober."

Mr. Smith.—I think your Worship will bear me out. (To Mr. Reece) That is a newspaper, is it not? (Taking the newspaper.) In the same report—it is the *Daily Press*—you will observe Mr. Smith says, "I object to certain evidence given by Mr. Ough, which he has had no opportunity of examining him upon." Mr. Ough said that he concurred. Mr. Fraser Smith said the drink.

Mr. Reece.—That is not in the evidence. As reported in that paper my client's words were "my opinion is that he was not sober," and I believe if your Worship will refer to your notes you will see those were the words used. I do not wish to Phillips that for a moment. My client ought not to have expressed such an opinion, whether well founded or not. I told him so the moment we got out of the Court, and he expressed his regret at having said those words.

I repeat now that he regrets having given expression to that opinion. If my client says that opinion is erroneous, I am quite willing to take his word.

Mr. Smith.—I requested the apology to be made in Court at once. It was declined. Mr. Reece.—That is not the fact, your Worship.

Mr. Smith.—It is the fact.

Mr. Reece.—What I desire to point out is that this question does not arise in the present case. The present case is for malicious prosecution, for taking out a summons for assault. The other question is entirely irrelevant. The moment Mr. Ough came out of Court he expressed his regret. I told Mr. Webber and Mr. Webber said he would arrange the masters and the result is, as your Worship sees, that a summons has been taken out for malicious prosecution. That is what Mr. Webber calls Arranging.

Mr. Smith.—I am sorry to have to address your Worship again. It is a singular thing that the only expression of regret I received was in the form of a letter given to me when I came into Court—a letter addressed this morning before we came into Court and written by Mr. Reece to Mr. Webber. It runs—"The words of Mr. Ough to which Mr. Fraser Smith objected, are reported in the *Daily Press*—my opinion is that he was not sober." If this opinion is erroneous, Mr. Ough regrets that he expressed it. —We are & Co. Ewens & Reece. Is not that inconsistent with the statement not made by Mr. Reece?

Mr. Reece.—It is entirely consistent.

Mr. Smith.—My expression of regret was made before, what was the reason for sending this letter?

Mr. Reece.—That there might be no mistake whatever about it. But there is no use of further reference to all this, seeing that it has nothing to do with the case.

Mr. Smith.—You are the very one who has brought this up.

Mr. Reece.—I said: "Before addressing the Court on this present case, I wish to refer to something that happened on a former occasion."

Mr. Smith.—If it was irrelevant, why do it?

Mr. Reece.—I say it has nothing to do with this case. My client makes no charge against Mr. Smith of drunkenness. He has only expressed an opinion which he regretted as soon as spoken. He said this to me, and I informed Mr. Webber, who said he would arrange it. Mr. Smith now took out a summons as the result. I believe he seems to think that this question is involved in the case, that it is to be tried by your Worship, but it has nothing to do with it. My client made all the arrangements and I must ask you to entirely disregard any evidence Mr. Smith may attempt to give with regard to that question. If Mr. Smith says that he was sober, I am quite willing to accept what he says.

Mr. Smith.—I have no intention of giving an assurance. I will give the assurance of 8 or 10 witnesses.

Mr. Reece.—There is no necessity.

Mr. Smith.—I think I can prove that he maliciously said what he did in the box, and I think anybody will see what effect this must have. It is on the part of the defendant. I am the prosecutor, and that man says I was drunk.

Mr. Reece.—He never said so.

Mr. Smith.—He said so in effect.

Mr. Reece.—I regret he expressed this opinion.

Mr. Smith.—His intention of taking out a summons, of which there was no justification at all, is proof of malice from the beginning.

His Worship.—This question is not a matter for my consideration just now. What I have to consider is whether the case before me is in proper form.

Mr. Reece.—That is what I wish to address to your Worship. The charge is made under Section 17 of Ordinance 16 of 1875. The section runs:—

XVII. If it appears to a Magistrate, or Marine Magistrate, that any charge or complaint was maliciously preferred, or that any witness has given false testimony, such Magistrate may order the complainant or witness to pay to the person aggrieved reasonable compensation not exceeding fifty dollars, or, in his discretion, may order such complainant or witness to pay a fine not exceeding fifty dollars, or to pay compensation and a fine not exceeding together the sum of fifty dollars.

and the summons is that Mr. Ough unlawfully and maliciously did prefer and make a complaint against the plaintiff thereby obtaining a summons without reasonable cause.

His Worship.—What I should like to hear is whether a question of this kind can be raised on a summons. The question appears to me to provide for the Magistrate adopting such measures as he deems fit during a case, not for instituting fresh proceedings.

Mr. Smith.—He did not proceed with the prosecution. He was not in Court.

Mr. Smith.—Had this case gone on, your Worship would no doubt have exercised your right.

Mr. Reece.—Mr. Smith was present. He made no application.

Mr. Smith.—I intimated to His Worship that the case would go further. The case was dismissed because the complainant did not appear in Court.

His Worship.—The way I read this section is this:—After the hearing of a case the Magistrate considers that there is malice, he may not only quash the defendant but dismiss the complaint. I am doubtful whether fresh proceedings can be taken on the case having been dismissed.

Mr. Smith.—I am prepared to argue the point before the Supreme Court. I feel your Lordship would tell them that as Mr.

attention to Section 32 of Ordinance 14 of 1846.

Mr. Reece.—That has nothing to do with it. The summons is taken out under a different Section.

Mr. Smith.—The defendant being in Court I can ask that the summons be amended.

His Worship.—The summons can be amended but I am doubtful about both Sections.

Mr. Reece.—I submit that your Worship is correct, that the application ought to be made at the hearing. Mr. Smith was present then and he did not—

Mr. Smith.—His Worship declined to hear.

Mr. Reece.—He did not make any application. Mr. Smith can institute a suit and therefore he asked the jury to hear in mind on whose side the evidence was given. Another point to which he wished to direct their attention at the outset was the nature of the defense set up by Mr. Chater and the tenants. When the pleadings were first drawn up the damage was attributed to the opening of the trench for the foundations of the new Hotel building; then the removal of the verandah was added, and since the hearing of the case had begun a third string had been added to the bow and the weight of the new building. He would point out to the jury also that several suggestions had been made in regard to the weakness of the Chater case. It had been suggested that Cheung Sam had used dynamite in the trench; it was also suggested that certain work done by Messrs. Bird and Palmer was of bad construction. Not a title of evidence had been produced to support these suggestions, and the only object with which the questions could have been put was to influence the minds of the jury against Messrs. Bird and Palmer. But the real questions for the jury to consider were those raised by the evidence in the case. The first of these was whether the removal of the verandah took place before 16th April 1887 or not. After going over the evidence on this point the Attorney General proceeded to the second question—what date did the building become uninhabitable? It was admitted on behalf of the Hotel Co. that in June 1888, when the stamp of the tenants took place, a portion of the building was uninhabitable. Although that particular portion of Mr. Bird's evidence—and he thought the evidence would commend itself to the jury was untrue, there was no reason at that time why the tenants of the other parts of the building should have left. The question was at what date did the building as a whole become uninhabitable. He submitted that it was for Mr. Chater to prove that the building became unsafe at the date he alleged. There was no doubt that when the collapse at Messrs. Arnold, Karberg & Co. took place there was a scare which was increased by the report given in by Mr. Hayler. The third issue was the really material question—was the unsafe condition of the building due to inherent defects and wear and tear. They had abundant evidence as to the state of the building before the commencement of this lease. Indeed on this point they were carried back by the evidence of the old Chinese contractor to a period 10 or 11 years ago, when the basement wanted repairing and when the arches between the piers were in such a bad condition that they required to be strengthened with iron and timber. So they found that 10 or 11 years ago the building showed considerable defects due to subsidence of the foundations. The next question was whether the removal of the verandah was a cause of the unsafe condition of the building, why did he not say so in his report? He submitted that the evidence now given by Mr. Hayler he was under the influence of some natural bias on behalf of his employer. The first issue is the fourth question, whether the unsafe condition of Melchers' building was attributable to the work in connection with the laying of the foundations of the new Hotel building, that brought them at once to the question of the opening of the trench. He would remind the jury that Mr. Hayler in his evidence said that the whole trench was open at once and remained open for a period of about six weeks, but he submitted that the jury had abundant evidence of the fact that the trench was opened in sections of 10 feet, and that these sections were opened with the care. With regard to the removal of the verandah it was put forward on behalf of Mr. Chater that the verandah supported the south wall. Mr. Palmer had told them that the south wall was really strengthened by the filling up of the arches consequent on the removal of the verandah, and that the removal of the verandah did not injuriously affect the wall and that the wall received no support from it. This was true, was contradicted to some extent by Mr. Leigh's evidence, but Mr. Leigh had merely a knowledge of the existence of this wall and had no personal acquaintance with it. The issue as to whether weight of the new building had any thing to do with the unsafe condition of Melchers' building was entirely unsupported. If the new building had settled on its foundations it must have shown some signs and the evidence with reference to that point was entirely the supposition that there had been any settlement. In fact the evidence of the new building had nothing to do with the unsafe condition of Melchers' building.

Mr. Reece.—The summons is dismissed.

Mr. Smith.—It is not dismissed. It is not entertained.

Mr. Reece.—The summons must be dealt with. It must be dismissed.

His Worship.—I leave it as it is.

Mr. Smith.—It has been argued upon. A summons has been issued and it must either be dismissed or gone on with.

Mr. Reece.—Your Worship has refused to entertain it.

His Worship.—I leave the case as it is.

Mr. Smith.—I must have the summons dismissed to have a status in the Supreme Court.

His Worship.—The application was not made to me in the first instance. If it had been I should certainly have considered it and expressed my opinion at the time. That is my opinion, I may be wrong.

Mr. Smith.—Your Worship dismissed the summons.

His Worship.—I do not entertain it. That is what I said.

Mr. Smith.—I venture to think that, not the prosecutor, but the defendant, may be entitled to a summons.

Mr. Reece.—The summons is signed by Mr. Webber.

His Worship.—It is signed by me, but it was granted by Mr. Pollock, and in his absence signed by me. The application was never made to me.

Mr. Smith.—It certainly seems an awkward position with regard to appeal. The summons must be dismissed or heard.

His Worship.—I do not dismiss it. I do not entertain it. I quash it. At present I do.

Mr. Smith.—It only puts me to the trouble of applying to the Supreme Court for a writ of mandamus. I am quite willing to accept that you adjourn the summons until I bring it before the Court.

His Worship.—The application was not made to me in the first instance. If it had been I should certainly have considered it and expressed my opinion at the time. That is my opinion, I may be wrong.

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INTIMATIONS.

MAILS.

INSURANCES.

DENTISTRY.

FIRST CLASS WORKMANSHIP.
MODERATE FEES.MR. WONG TAI-FONG,
Surgeon Dentist,
(Formerly ANGLO-CHINESE AUTHORITY AND LATE
THELLY ASSISTANT TO DR. ROBERTS).AT the urgent request of his European
and American patients and friends,
has TAKEN THE OFFICE formerly oc-
cupied by Dr. ROBERTS.

No. 2, DUDDELL STREET,

CONSULTATION FREE.

Discount to missionaries and families;
Solo Address.2, DUDDELL STREET
(Next to the New Oriental Bank.)
Hongkong, January 12, 1889. 66

NOTICE.

HONGKONG AND WHAMPOA DOCK
COMPANY, LIMITED.SHIPMASTERS and ENGINEERS are
respectfully informed that, if upon
their arrival in this Harbour, NONE of
the Company's FOREMEN should be at
hand, Orders for REPAIRS if sent to the
HEAD OFFICE, No. 14, Praya Central, will
receive prompt attention.In the Event of Complaints being found
necessary, Communication with the Under-
signed is requested, when immediate steps
will be taken to rectify the cause of dis-
satisfaction.D. GILLIES,
Secretary.
Hongkong, August 25, 1889. 1458CHINESE MAIL
(WAH TSZ YAT PO.)APPLICATIONS for the LEASE of
this Long-established NATIVE
PAPER will be RECEIVED by the Under-
signed.GEO. MURRAY BAIN,
China Mail Office.SAILOR'S HOME.
ANY Cast-off Clothing, Books, or
Papers will be thankfully received
at the Sailor's Home, West Point.
Hongkong, July 26, 1889.

MAILS.

NOTICE.

COMPAGNIE DES MESSAGERIES
MARITIMES.
PAQUEBOTS POSTE FRANCAIS.STEAM FOR
SAIGON, SINGAPORE, BATAVIA,
COLOMBO, PONDICHERY,
MADRAS, CALCUTTA, ADEN, SUEZ,
PORT SAID.MEDITERRANEAN AND
BLACK SEA PORTS, ALEXANDRIA,
MARSEILLES, AND PORTS
OF BRAZIL, AND LA PLATA;

ALSO.

LONDON AND HAVRE.

ON THURSDAY, the 1st August, 1889, at Noon, the Company's
S.S. DJEMNAH, Commandant VAGUER,
with MAIIS, PASSENGERS, SPECIE,
and CARGO, will leave this Port for the
above places.Cargo and Specie will be registered for
London as well as for Marseilles, and ac-
cepted in transit through Marseilles for the
principal places of Europe.Shipping Orders will be granted till
Noon.Cargo will be received on board until 4
p.m., Specie and Parcels until 3 p.m. on
the 31st July, 1889. (Parcels are not
to be sent on board; they must be left at
the Agency's Office).Contents and value of Packages are re-
quired.For further particulars, apply at the
Company's Office.G. DE CHAMPEAUX,
Agent.

Hongkong, July 19, 1889. 1407

Occidental & Oriental Steam-
ship Company.TAKING CARGO AND PASSENGERS
TO JAPAN, THE UNITED
STATES, MEXICO, CENTRAL AND
SOUTH AMERICA, AND EUROPE,
VIA
THE OVERLAND RAILWAYS,AND
ATLANTIC & OTHER CONNECTING
STEAMERS.THE Steamship OCEANIC will be
despatched for San Francisco, via
Yokohama, on SATURDAY, the 3rd
August, at 1 p.m.Connection being made at Yokohama,
with Steamers from Shanghai and Japan
ports.All Parcel Packages should be marked to
address in full; and same will be received
at the Company's Office, until 5 p.m. the
day previous to sailing.For information as to Passage or Freight,
apply to

NOTICE.

STEAM FOR

SINGAPORE, COLOMBO, ADEN,

SUEZ, PORT SAID.

BRINDISI, GENOA,

ANTWERP, BREMEN & HAMBURG,

PORTS IN THE LEVANT, BLACK

SEA & BALTIc PORTS;

ALSO.

LONDON, NEW YORK, BALTIMORE,

NEW ORLEANS,

GALVESTON & SOUTH AMERICAN

PORTS.

THE COMPANY'S STEAMERS WILL CALL

AT SOUTHAMPTON TO LAND PASSENGERS

AND LUGGAGE.

N.B.—Cargo can be taken on through Bills

of Lading for the principal places in

RUSSIA.

QUEEN FIRE INSURANCE COM-
PANY.

NOTICE.

THE Undersigned, Agents for the above
Company, are prepared to ACCEP-
T RISKS against FIRE at Current Rates.

NORTON & CO.,

Agents.

Hongkong, July 15, 1889. 1540

Money Orders.

1.—Money Orders are issued at Hong-

kong and Shanghai on the following coun-

tries and places, at current rates of ex-

change, and are paid in the following

Amounts.

* Azores Is.

* Madeira.

* Malacca.

* Mauritius.

* Nepal.

* Newfoundland.

* Canada.

* Canton.

* New Zealand.

* Ningpo.

* North Borneo.

* Norway.

* Port Darwin.

* Portugal.

* Queensland.

* S. Holmen.

* Seychelles.

* Shanghai.

* Sierra Leone.

* South Australia.

* Sweden.

* Switzerland.

* Wagner.

* United Kingdom.

* United States.

* Venezuela.

* West Indies (British,

Danish and Dutch).

2.—Orders on the Countries marked * are

forwarded through the London Post Office,

and are paid less a small discount of about

2d. in the £1, for which the remitter should

allow. All such orders must be expressed in

British currency, and cannot be drawn

for any sum less than 6d.

3.—The commission charged is as follows

(according to the currency the Order is

made in).

Up to £ 2, or \$10, or R 20,.....0.20 cents.

" 5, or \$25, or R 50,.....0.40 "

" 7, or \$35, or R 70,.....0.60 "

" 10, or \$50, or R 100,.....0.80 "

" 150,.....1.00 "

4.—No Order must exceed £10 or \$50

(unless drawn on India, when R 150 is the

limit), nor will more than two such Orders

be issued to the same person, in favour of

the same payee, by the same mail.

5.—Money Orders on the United Kingdom

for even sums not exceeding 25 are

granted by means of Postal Notes, as to

which see separate notice or the Hong-

kong Postal Guide.

6.—Sum not exceeding \$50 may be re-

mitted between the Ports of China by

means of Postage Stamps, subject to a

charge of 10 per cent for cashing them;

or Money Orders be granted at Hong-

kong or Shanghai on Ports where there are

Agencies of the Hongkong Post Office.

General Post Office,

Hongkong, 1st June, 1889.

+ By means of Postal Notes.

Merchant Vessels in Hongkong Harbour.

Estimates of late Arrivals and Departures reported to-day.

To facilitate finding the position of any vessel in the Harbour, the Anchorage is divided into eleven Sections, commanding at

Green Island. Vessels near the Hongkong shore are marked A, near the Kowloon shore B, and those in the body of the

Harbour are marked C, in conjunction with the figures denoting the sections.

Shipping or midway between each shore are marked D, in conjunction with the figures denoting the sections.

Section.

1. From Green Island to the Gas Works.

2. From Gas Works to Jardine's Wharf.

3. From Jardine's Wharf to the Harbour Master's Office.

4. From Harbour Master's to the P. & O. Co.'s Office.

5. From P. & O. Co.'s Office to Podder's Wharf.

6. From Podder's Wharf to the Naval Yard.

SHIPPING IN CHINA, JAPAN,
PHILIPPINES, AND SIAM
WATERS.

WHAMPOA.

Vessel Name. Flag & Rig. Destination.

Chefoo Brit. str.

Fookang Brit. str.

Fushun Chi. str. Shanghai

Kwongtung Brit. str.

AMOY.

In port on July 21, 1889.

MERCHANT STEAMER.

Formosa British

MERCHANT SAILING VESSEL.

Satsuma Brit. bge.

Siam Siam bge.

Tetuan Brit. bge.

FOOCHOW.

In port on July 20, 1889.

MERCHANT STEAMER.

Benvenue British

Glenarea British

Guthrie British

Hsia-ahn Chinese Hankow, etc.

Tatar British

Tsinan British

Whampoa British

MERCHANT SAILING VESSEL.

Bansto British

Cyrus British

WalterSiegfried British

SHANGHAI.

In port on July 22, 1889.

MERCHANT STEAMER.

Djennah French

Dresden German

Feecheu Chinese

Feilung British

Glenroy British

Hongkong British

Johannes Bru Norwegian

Kiang-pau Chinese</